



**CONTRACT NO. 11-0825**

**for ADA PLAYGROUND MULCH SERVICES**

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of Playmore Wisconsin, Inc. dba Gametime (hereinafter "Contractor") to supply ADA Playground Mulch Services to the County pursuant to County Bid Number 11-0825 (hereinafter "Bid"), addenda nos. N/A opening dated September 25, 2011 and Contractor's September 20, 2011 Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from November 15, 2011 through November 14, 2012 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Roseann Johnson  
Contracting Officer

Date: November 16, 2011

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Department



# LAKE COUNTY FLORIDA

**ORIGINAL**

## INVITATION TO BID (ITB)

### ADA PLAYGROUND MULCH SERVICES

ITB Number: 11-0825 Contracting Officer: Roseann Johnson  
 Bid Due Date: September 21, 2011 Pre-Bid Conf. Date: Not Applicable  
 Bid Due Time: 3:00 pm ITB Issue Date: September 2, 2011

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable for this ITB
Certificate of Competency/License:	See Section 1.17
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable for this ITB

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services within thirty (30) working days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

#### NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

#### VENDOR IDENTIFICATION

Company Name: GameTime Phone Number: 800-432-0162  
 E-mail Address: drp@gametime.com Contact Person: Rob Dominica



**Section 1.1: Purpose**

The purpose of this solicitation is to establish a contract to furnish and install ADA (American with Disabilities Act) playground mulch in conjunction with the County's needs.

**This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid.**

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the bid due date.

Roseann Johnson, CPM, CPPB, Senior Contracting Officer  
Lake County BCC  
Procurement Services Office  
315 W. Main Street, Room 441  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352.343.9839  
Fax : 352.343.9473  
E-mail: rjohnson@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Procurement Services office.

**Section 1.3: Method of Award**

Award of this contract will be made to the responsive, responsible vendor which submits an offer on all items listed in the solicitation and which represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items, its overall offer will be rejected. The County will award the total contract to a single vendor.

**Section 1.4: Pre-Bid Conference / Site Visits**

Not applicable to this solicitation

**Section 1.5: Term of Contract – Twelve (12) Months**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial

contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

**Section 1.6: Option to Renew for four (4) Additional One (1) Year Period(s) (With Price Adjustment)**

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), Wage, Earnings and Benefits Calculators. **It is the vendor's responsibility to request any pricing adjustment under this provision.** The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

**Section 1.7: Method of Payment**

The vendor(s) shall submit invoices to the County user department(s) after each individual purchase has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.



**Section 1.8: Insurance**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

## SECTION 1- SPECIAL TERMS AND CONDITIONS

ITB Number: 11-0825

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ \_\_\_\_\_  
Garage Keepers Liability at coverage value: \$ \_\_\_\_\_

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.



The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

#### **Section 1.9: Bonding Requirements**

Not applicable to this solicitation

#### **Section 1.10.1: Shipping Terms**

The F.O.B. point for product ordered as a result of this solicitation shall be **F.O.B.: DESTINATION** the title for each item will pass from the contractor to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item.

#### **Section 1.11: Acceptance of Goods or Services**

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

**Section 1.12: Warranty**

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

**Section 1.13 Deliveries and Completion of Solicitation Response****Section 1.13.1: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Procurement Services office.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services office prior to the date and time established within the solicitation. A response will not be considered for award if received in the Procurement Services office after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 441  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800



If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
32400 COUNTY ROAD 473  
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

#### Section 1.13.2: Completion Requirements for Invitation to Bid

**Two (2) signed original bids and two (2) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Procurement Services office no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter.** The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

**COMPLETION OF BID PACKAGE:** The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid (Number)."  
Do not indicate bid prices on literature.

#### Specific Completion Directions:

- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within

the solicitation.

- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

**Section 1.14: Accident Prevention and Barricades**

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

**Section 1.15: Availability of Contract to Other County Departments**

Although this solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein. Under these circumstances, a contract modification shall be issued by the County identifying the requirements of the additional County department(s).

**Section 1.16: Business Hours of Operations**

No work shall be done on Saturday, Sunday, or on any days between the hours of 6:00 P.M. and 7:00 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

**Section 1.17: Certificate of Competency/Licensure, Permits, and Fees**

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required



licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

**Section 1.18: Clean-Up**

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

**Section 1.19: Compliance with Federal Standards**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**Section 1.20: Deletion of Facilities**

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility (ies) when such service is no longer required during the contract period, upon fourteen (14) calendar day's written notice to the vendor.

**Section 1.21: Furnish and Install Requirements**

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

**Section 1.22: Labor, Materials, and Equipment Shall be Supplied by the Vendor**

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**Section 1.23: Protection of Property**

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the

vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

**Section 1.24: Special Notice to Vendors Regarding Federal and/or State Requirements**

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.



**SCOPE OF SERVICES**

All ADA mulch under this contract shall be furnished and installed to all Lake County parks outlined in Attachment 1 of this solicitation for outdoor playground surfaces using existing drainage gravel. Height of applied mulch shall have a 12'-inch by 12'-feet fall protection or 8'-inch by 8'-feet fall protection as required by standards or as specified by Parks and Trails representative.

All vendors responding to this solicitation shall meet or exceed the following criteria **and provide proof:**

1. Be a member of International Play Equipment Manufacturer's Association (IPEMA).
2. Carry a Total Liability Insurance Coverage of \$1,000,000.
3. Sales Representatives shall be certified by National Playground Safety Institute (NPSI).
4. Provide proof of three (3) or more years of experience in installing ADA mulch.

**Product Specification:**

Engineered Wood Fiber Playground Surfacing: Wood carpet

**Wood carpet Composition:**

Premium wood carpet contains 100% pre-consumer recovered wood.

Recycled wood carpet may contain up to 100% post-consumer recovered wood.

Dimensions: Randomly sized wood fibers.

Meets criteria: Sieve Analysis, ASTM F2075-04.

Meets criteria: Hazardous metal, ASTM F2075-04.

Meets criteria: Tramp metal, ASTM F2075-04

**Installation procedures:**

1. Review project plans and verify that playground equipment use zones, clearances, and reach ranges will comply with ASTM F1487 sections 8, 9, and 10, and with CAN/CSA-Z614 sections 14 and 15 and with ASTM F2223 (ASTM Standards on Playground Surfacing)
2. For immediate accessibility, install wood carpet in 6" inch maximum layers. Rake level, wet, and mechanically compact each layer twice with a flat surface compactor. Change direction 90 degrees on second compaction.

**Product Warranty:**

1. Submit manufacturer's product data, including warranty, maintenance and installation instructions, ASTM F1292, F1951, and F2075 test results, IPEMA certificates of compliance, and samples.
2. Warranty shall cover engineered wood fiber playground surfacing for five (5) years.
3. Warranty shall cover play ground surfacing wear mat for five (5) years.

**Recommended Manufacturers of ADA mulch:**

Zeager Bros., Inc., 4000 East Harrisburg Pike, Middletown, Pennsylvania 17057 or equivalent.  
Toll Free (800) 346-8524.

Zeager Hardwood Co., 340 Steele Road, Franklin, KY 42134. Toll Free (800) 296-9227.



**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Bid:** Shall refer to any offer(s) submitted in response to this Invitation to Bid.

**Bidder:** Shall refer to anyone submitting a bid in response to an Invitation to Bid.

**Contract:** The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to which award has been made.

**County:** Shall refer to Lake County, Florida.

**Invitation to Bid (ITB):** Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

**Modification:** A written change to a contract.

**Responsible:** Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

**Responsive:** Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

**3.2 INSTRUCTIONS TO BIDDERS****A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms - The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number - The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.I.N.).
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws - By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.13(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in

writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

**D. Contents of Solicitation and Bidders' Responsibilities**

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

**F. Change to, Withdrawal of, or Mistake in Bid**

**Changes to Bid** - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

**Withdrawal of Bid** - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

**Mistake in Bid** - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

**H. Prompt Payment Terms**

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments, however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

**3.3 PREPARATION OF BIDS**

- A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of



- the form may result in the rejection of the bid.
- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
  - C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
  - D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
  - E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
  - F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
  - G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
  - H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

### 3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

### 3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

### 3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

### 3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing and submitting a bid or any cost or expense incurred by any bidder prior to the execution of a purchase order or contract agreement. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

### 3.8 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any

item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

### 3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of, bid responses will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information in response to any solicitation which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

### 3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

### 3.11 AWARD

- A. Any award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine the responsibility and capacity of the bidder to perform the requirements of this solicitation. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. The Director of Procurement Services will decide all tie bids in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

### 3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract



will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

### 3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

### 3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Director.

### 3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

### 3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

### 3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

### 3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

### 3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end or employees

or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

### 3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

### 3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regard may result in termination of the contract for default.

### 3.22 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

### 3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

### 3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

### 3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

### 3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.



**3.27 TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

**3.28 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**3.29 RIGHT TO AUDIT**

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

**3.30 PUBLIC RECORDS**

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

**3.31 GOVERNING LAWS**

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or

any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

**3.32 STATE REGISTRATION REQUIREMENTS**

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

**3.33 PRIME CONTRACTOR**

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

**3.34 FORCE MAJEURE**

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

**3.35 NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

**3.36 TRUTH IN NEGOTIATION CERTIFICATE**

For agreements exceeding \$150,000, the firm awarded the agreement may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

**3.37 GRANT FUNDING**

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

**ITB TITLE: ADA Playground Mulch Services****NOTES:**

- Lake County is exempt from all taxes (Federal, State, and Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakecountycler.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.

**ACKNOWLEDGEMENT OF ADDENDA**

**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: \_\_\_\_\_

Addendum #2, Dated: \_\_\_\_\_

Addendum #3, Dated: \_\_\_\_\_

Addendum #4, Dated: \_\_\_\_\_

**Part II:**

☒ No Addendum was received in connection with this ITB.



## PRICING SECTION

Item No.	Item Description	Unit	Estimated Unit Per Year	Price Per Cu. Yd	Extended Price
1	Furnish and Install ADA Mulch at Astor Lions Park	Cubic Yard	100	\$ 31.00	\$ 3,100
2	Furnish and Install ADA Mulch at East Lake Community Park	Cubic Yard	300	\$ 31.00	\$ 9,300
3	Furnish and Install ADA Mulch at Ferndale Preserve	Cubic Yard	100	\$ 31.00	\$ 3,100
4	Furnish and Install ADA Mulch at Minneola Athletic Complex	Cubic Yard	100	\$ 31.00	\$ 3,100
5	Furnish and Install ADA Mulch at Lake Idamere Park	Cubic Yard	100	\$ 31.00	\$ 3,100
6	Furnish and Install ADA Mulch at Lake Jem Park & Boat Ramp	Cubic Yard	150	\$ 31.00	\$ 4,650
7	Furnish and Install ADA Mulch at Lake Mack Park	Cubic Yard	50	\$ 31.00	\$ 1,550
8	Furnish and Install ADA Mulch at Marsh Park & Boat Ramp	Cubic Yard	50	\$ 31.00	\$ 1,550
9	Furnish and Install ADA Mulch at McTurcous Memorial Park	Cubic Yard	100	\$ 31.00	\$ 3,100
10	Furnish and Install ADA Mulch at Mt. Plymouth Park	Cubic Yard	50	\$ 31.00	\$ 1,550
11	Furnish and Install ADA Mulch at North Lake Community Park	Cubic Yard	400	\$ 31.00	\$ 12,400
12	Furnish and Install ADA Mulch at Paisley Community Park	Cubic Yard	100	\$ 31.00	\$ 3,100
13	Furnish and Install ADA Mulch at Palatka River Park & BR	Cubic Yard	50	\$ 31.00	\$ 1,550
14	Furnish and Install ADA Mulch at PEAR Park	Cubic Yard	100	\$ 31.00	\$ 3,100
15	Furnish and Install ADA Mulch at Pine Forest Park	Cubic Yard	150	\$ 31.00	\$ 4,650
16	Furnish and Install ADA Mulch at Scott Park	Cubic Yard	50	\$ 31.00	\$ 1,550
17	Furnish and Install ADA Mulch at Sorrento Park	Cubic Yard	200	\$ 31.00	\$ 6,200
18	Furnish and Install ADA Mulch at Twin Lakes Park	Cubic Yard	80	\$ 31.00	\$ 2,480
19	Furnish and Install ADA Mulch At South Umatilla Park	Cubic Yard	30	\$ 31.00	\$ 930

TOTAL BID \$ 70,060

#### SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 11-0825

Vendor confirms that it meets all qualifying criteria stated in the Scope of Services and has attached the proof (copies):

Yes ☒ No ☐

Vendor confirms that it will provide the Brand of mulch specified:

Yes ☐ No ☒ If no, state brand name: GTImpax by GameTime



**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 11-0825

**By Signing this Bid the Bidder Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

**Certification Regarding Acceptance of County Electronic Payable Process**Vendor will accept payment using the County's VISA- based electronic payment system: ☒ Yes ☐ No**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☒ Yes ☐ No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): \_\_\_\_\_

**General Vendor Information and Bid Signature:**

Firm Name: Playcore Wisconsin, Inc. DBA GameTime  
Street Address: 150 Playcore Drive, Ft. Payne, AL 35967  
Mailing Address (if different): c/o Dominica Recreation P.O. Box 520700, Longwood, FL 32752  
Telephone No.: 407-331-0101 Fax No.: 407-331-4720 E-mail: drp@gametime.com  
FEIN No. 39 1720480 Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days, net \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: Rob Dominica Title: President DRP

**Award of Contract by the County: (Official Use Only)**

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

**Vendor awarded as:**

- ☒ Sole vendor ☐ Pre-qualified pool vendor based on price  
☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: \_\_\_\_\_  
☐ Secondary vendor for items: \_\_\_\_\_ ☐ Other status: \_\_\_\_\_

Signature of authorized County official: Roseann Johnson Date: 11-16-11Printed name: Roseann Johnson Title: Senior Contracting Office

Purchase Order Number assigned to this contract for billing purposes: \_\_\_\_\_

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Lake County Parks**

**Attachment 2: Work References**



## Attachment 1- LAKE COUNTY PARKS

	Park Name	Location	Acres	Type
1	Astor Lions Park	54835 Alco Road, Astor FL 32102	10.00	Neighborhood
2	East Lake Community Park	County Road 437, Sorrento FL 32776	49.00	Community
3	Ferndale Preserve	CR 455, Ferndale FL	196.00	Conservation
4	Minneola Athletic Complex	Fosgate and No. Hancock Rds, Minneola, FL 34715	26.27	Community
5	Lake Idamere Park	12335 CR 448, Tavares FL 32778	45.00	Community
6	Lake Jem Park & Boat Ramp	16141 CR 448, Tavares FL 32778	11.00	Neighborhood
7	Lake Mack Park	21235 Lake Drive, Deland FL 32720	1.65	Mini
8	Marsh Park & Boat Ramp	36545 Yale Retreat Road, Eustis FL 32727	35.00	Community
9	McTureous Memorial Park	42100 State Road 19, Altoona FL 32702	2.56	Mini
10	Mt. Plymouth Park	31300 Lochmore Circle, Mt. Plymouth FL 32776	0.40	Mini
11	North Lake Community Park	40730 Roger Giles Road, Umatilla FL 32784	96.00	Community
12	Paisley Community Park	24956 County Road 42, Paisley FL 32767	8.10	Neighborhood
13	Palatka River Park & BR	12325 Hull Road, Clermont FL 32711	23.00	Community
14	PEAR Park	26701 US Hwy 27, Leesburg FL 34748	318.00	District
15	Pine Forest Park	32520 State Road 44, Deland FL 32720	48.00	Community
16	Scott Park	25633 Aberdovey Avenue Mt. Plymouth FL 32776	0.65	Mini
17	Sorrento Park	31535 Church Street, Sorrento FL 32776	3.38	Mini
18	Twin Lakes Park	35303 CR 473, Leesburg FL 34788	14.50	Neighborhood
19	South Umatilla Park	17107 Ball Park Road, Umatilla FL 32784	4.00	Mini

## WORK REFERENCES

Agency	Seminole County Schools
Address	400 E. Lake Mary Boulevard
City,State,ZIP	Sanford, FL 32773
Contact Person	Mary Lane
Telephone	407-320-0192
Date(s) of Service	Ongoing
Type of Service	Supply equipment & surfacing
Comments:	

Agency	City of Tampa
Address	3402 W. Columbus Drive
City,State,ZIP	Tampa, FL 33607
Contact Person	Tom Johnston
Telephone	813-274-5133
Date(s) of Service	Ongoing
Type of Service	Supply equipment & surfacing
Comments:	

Agency	Alachua County Schools
Address	620 E. University Avenue
City,State,ZIP	Gainesville, FL 32601
Contact Person	Paul Collins
Telephone	352-955-7400 Ext. 1409
Date(s) of Service	Ongoing
Type of Service	Supply equipment & surfacing
Comments:	





## Basics at a glance:

Price ..... Low

Maintenance ..... High

Access..... Mid

Color Options..... No

Warranty..... 15/25 years



An affordable natural surfacing choice that meets accessibility guidelines

## Description

Engineered wood fiber is a popular choice for budget conscious playgrounds. Engineered wood fiber will require on-going maintenance and occasional topping off during its lifetime. This maintenance will help to maintain the recommended compacted material depth, thus keeping the surface compliant with applicable standards and warranty.

Once the newly installed product has settled, it forms a "knitted" compacted layer that will support a variety of mobility devices including wheelchairs, gait trainers, crutches, and walkers. Providing adequate drainage is an important preventative measure, because wet engineered wood fiber may freeze in sudden climate changes.

Wood fiber is non-toxic, and does not contain paint, chemicals, or additives. It contains minimal bark, and is free of twigs, leaf debris, and other organic material.

## Benefits

- Carefully following the installation details allows engineered wood fiber to possibly be installed by volunteer labor
- Engineered wood fiber gives your playground an attractive, natural look
- Economical initial cost
- Loose fill materials aid in the protection of children who experience lateral falls

## Tips

- Use wear mats to reduce displacement in "kick out" areas, raking is required to maintain compliant depths
- As with all loose fill surfaces, containment systems like our PlayCurbs will reduce the spread of surfacing to non-play areas
- As an organic product, wood fiber may not be the best choice in all climates

## Basic Specification

Product is manufactured of size-controlled softwoods and/or hardwoods which average 1"-2" in length and contain a maximum of 15% fines to aid in compaction.

This product meets all applicable ASTM standards. For more information, please refer to our complete product specification.



A PLAYCORE Company





# CERTIFICATE

ISSUE DATE: 7/6/2011

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TUV America validates a manufacturer's certification of conformance to the ASTM F1292-09, Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Standard. The manufacturer listed below has received written validation from TUV America that the products listed below conform with the requirements of ASTM F1292-09.

**Manufacturer**  
GameTime  
PO Box 680121,  
Fort Payne, AL 35968  
(256) 845-5610

United States

<u>PRODUCT #</u>	<u>PRODUCT LINE</u>	<u>DESCRIPTION</u>	<u>THK/HT RATIO</u>
GT Impax 12	Surfacing	GT Impax Wood Fiber	12"/12'
GT Impax 8	Surfacing	GT Impax Wood Fiber	8"/8'





# CERTIFICATE

ISSUE DATE: 7/6/2011



In the interest of public playground safety, IPEMA provides a third-party certification service whereby TUV America validates a manufacturer's conformance to the ASTM F 2075 Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.

The manufacturer listed below has received written validation from TUV America that the products listed below conform with the requirements of ASTM F 2075

**Manufacturer**

GameTime  
PO Box 680121,  
Fort Payne, AL 35968  
(256) 845-5610

United States

**BRAND NAME**

GT Impax Wood Fiber



## **GT Impax Engineered Wood Fiber** **Product Specification**

### **PART 1 - GENERAL**

#### Work Details

The work specified in this section consists of the installation of GT Impax Engineered Wood Fiber in accordance with these specifications, and in conformity with the dimensions and notes shown in the plans.

#### Quality Assurance and Compliance Details

Accessibility of Surface Systems - ASTM F1951-08: Determination of accessibility of surface systems under and around playground equipment.

Impact Attenuation - ASTM F1292-04: Impact attenuation of surface systems under and around playground equipment.

Standard for Engineered Wood Fiber - ASTM F2075-04: Minimum characteristics for those factors that determine particle size, consistency, purity and ability to drain.

IPEMA Certification: Manufacturer must provide proof of certification. "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04 and ASTM F2075-04. A list of current validated products, their thickness and critical heights may be viewed at [www.ipema.org](http://www.ipema.org)."

### **PART 2 - MATERIAL DATA**

Product is manufactured of crushed wood fiber comprised of softwoods and/or hardwoods, consisting of randomly sized wood fibers the majority of which do not exceed 2" in length and no more than 15% fines to aid in compaction.

Product is to have minimal bark and to be free of twigs, leaf debris and other organic material, and be non-flammable.



## **PART 2 - MATERIAL DATA (Continued)**

Product depth, after installation, must be in accordance with the procedure described in ASTM F1292 and meet guidelines for critical height as set forth by the Consumer Product Safety Commission for use of wood products for protective surfacing.

## **PART 3 - SUB-BASE TYPES & DETAILS**

GT Impax Engineered Wood Fiber may be installed over compacted earth. If it is deemed that additional drainage is necessary, a layer of gravel can also be a suitable substrate.

## **PART 4 - SITE PREPARATION AND REQUIREMENTS**

For in-ground (i.e. on grade) installations, excavate area to proper depth (12 in. for 12 in. system, 8 in. for 8 in. system).

Both in-ground and above-ground systems must be properly graded. A (1) percent grade is recommended for proper drainage. GT Impax engineered wood fiber systems should not be installed on grades exceeding 10 percent. Substrate (for both in-ground and above-ground systems) must be firmly compacted, especially when additional fill material has been provided. The substrate should be free of stones, roots and other vegetation.

## **PART 5 - INSTALLATION**

GameTime recommends that all materials provided by GameTime, including product data, specifications, installation instructions and maintenance procedures, as well as all site specific plans, instructions and specifications, be reviewed by a certified engineer, architect or landscape architect familiar with local soil and climatic conditions.

Further, purchaser should determine and specify fall heights and equipment use zones as required by the Consumer Product Safety Commission's *Handbook for Playground Public Safety*, applicable ASTM standards, and state and local codes and regulations.

## PART 5 - INSTALLATION (Continued)

### Installation Instructions

1. Install playground equipment.
2. For above-ground systems, install retaining wall.
3. Install applicable drainage system.
4. If manufactured drainage is being used, the Terraflow should be laid out in parallel strips on six-foot centers. The strips must run from the high side of the playground to the low side. Terraflow drains should be placed directly on the sub-grade and should be covered with geotextile cloth after layout is complete. As an option for playgrounds with poor drainage, a Terraflow header strip may be cut and placed perpendicularly to the parallel strips already in place. This header strip should be placed on the low end of the playground. Any joints can be taped with a waterproof tape to maximize drainage.
5. If gravel drainage is used, place 3 in. of drainage gravel on a layer of geotextile fabric. The lower end of the site should be connected to drainage to channel collected water away from the site. Overlap all seams a minimum of 3 in. Slit fabric to fit around equipment uprights. Where possible, overlap all slits with next piece of fabric.
6. Cover drainage system (either manufactured drainage or gravel) or earth substrate with geotextile fabric. Overlap all seams a minimum of 3 in. Slit fabric to fit around equipment uprights. Where possible, overlap at slits with next piece of fabric.
7. With permanent marker or warning label, mark uprights of equipment with compacted system depth (i.e. 8 in. or 12 in.).
8. Install the GT Impax engineered wood fiber to the proper depth, mounding in the center of the play areas of the playground. Extra materials will be provided to allow for compaction. Use a small front-end loader to spread surfacing. Operator should be careful not to travel on the fabric or turn sharply on the GT Impax engineered wood fiber. It will also be necessary to spread manually. Install all the material delivered and please note that the surfacing will be several inches above grade until it compacts. GT Impax engineered wood fiber needs to be compacted in order to be considered handicapped accessible. This can be achieved over time and usage, or with a mechanical compactor. Saturating the initial load with water will help with compaction.





## PART 5 - INSTALLATION (Continued)

9. Install GameTime wear mats in excessive wear areas, such as slide exits, under swings, and sliding poles.

10. For a smooth finished surface, hand rake. After two weeks of active use, surface should be raked again.

- *Periodical adjustments of GT Impax engineered wood fiber are required under slides, swings and other concentrated use zones. Installing GameTime wear mats in these areas will help control displacement in these high use zones. **WARNING: Failure to maintain GT Impax engineered wood fiber at the initial installation depth may result in an injury and void your warranty.***

## PART 6 - WARRANTY

GT Impax Engineered Wood Fiber comes with a 25 year system or 15 year performance warranty. Ask your GameTime representative for a copy of our full GT Impax Engineered Wood Fiber warranty.

## PART 7 - MAINTENANCE

Ask your GameTime representative for a copy of our full GT Impax Engineered Wood Fiber maintenance details.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/03/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 457102-Cas-GAUWX-11-12	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL:</b> <b>ADDRESS:</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> GameTime 150 PlayCore Drive SE Fort Payne, AL 35967	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Columbia Casualty Company	<b>NAIC #</b> 31127
	<b>INSURER B:</b> Transportation Insurance Co	20494
	<b>INSURER C:</b> National Union Fire Ins Co Pittsburgh PA	19445
	<b>INSURER D:</b> Liberty Insurance Underwriters Inc.	19917
	<b>INSURER E:</b> American Casualty Company Of Reading, Pa	20427
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:**

ATL-00299620-01

**REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$150,000 Per Occ.  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			4015728458  (\$10M AGGREGATE CAP)	08/01/2011	08/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BUA 2098343798	08/01/2011	08/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded.: \$1,000 \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BE 065218768	08/01/2011	08/01/2012	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 2 98343753 (AOS) WC 2 98343834 (CA) WC 2 98343879 (WI)	08/01/2011 08/01/2011 08/01/2011	08/01/2012 08/01/2012 08/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Excess Umbrella			EXCAT176452-1	08/01/2011	08/01/2012	\$25,000,000 Excess \$25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

For Information Only

**CERTIFICATE HOLDER****CANCELLATION**

GameTime 150 PlayCore Drive SE Fort Payne, AL 35967	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  Ted L. Young <i>Ted L. Young</i>
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## FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing installation to the original purchaser for a period of fifteen (15) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing that has been approved for installation.

### Performance:

In the event the Materials do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

### Conditions:

This Limited Warranty is conditional upon the Surfacing being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

### What Is Covered?

1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of fifteen (15) years from the date of installation, subject to the conditions and exclusions shown below.
2. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

***If the GT Impax Engineered Wood Fiber surfacing is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.***

### EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting therefrom. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.



## **FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY**

**NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY  
REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.**

**THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED  
WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT  
EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL  
NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE  
STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.**

**Some states do not allow limitations on how long an implied warranty lasts or the exclusion  
or limitations of incidental or consequential damages, so the above limitation or exclusions  
may not apply to you. This warranty gives you specific legal rights and you may also have  
other rights that vary from state to state.**

**Warrantor: GameTime**

**P.O. Box 680121, Fort Payne, AL 35968  
800-235-2440**

**Order Number:**

**Name of Project:**

**Customer:**

**Location:**

**Date of Installation:**

**Representative:**

**Date:**



# National Recreation and Park Association

Let it be known that

**CINDY ROBINSON**

has met the requirements of the standards set forth by the National Certification Board  
and National Playground Safety Institute Executive Committee  
and is hereby granted certification as a

## Certified Playground Safety Inspector



Chairperson, NPSI Executive Committee



NRPA Interim Executive Director

8/26/2009

Date Certified

14662-0912

Certification Number

9/1/2012

Expiration Date



National Recreation  
and Park Association



September 19, 2011

Lake County Procurement Services  
32400 County Road 473  
Leesburg, FL 34788

To Whom It May Concern:

GameTime has been a supplier and Installer of GTImpax Engineered Wood Fiber (ADA mulch) for over 20 years. We have worked with numerous government entities as well as private organizations providing accessible EWF as a safety surfacing in and around playground areas. Please see attached work references, all of which we have worked with for over three years.

Sincerely,



Rob Dominica  
President, DRP